

# **EXHIBIT B**



# HEALTHCARE BENEFIT HANDBOOK

## FOR ACTIVE, INACTIVE, COBRA AND CERTAIN RETIREE AND SURVIVOR PARTICIPANTS

Summary Plan Descriptions (SPD)  
Effective as of January 1, 2008

Take Great Care Of You & Your Family



**Questions About Coordinating Medicare and Delta Benefits?**

Call UnitedHealthcare at **877-683-8555**.

**Subrogation and Right of Recovery****Subrogation and Right of Recovery Terms**

The following terms are specifically used and referred to with regard to subrogation and the right of recovery for the Delta Account-Based Healthcare Plan (DABHP), the Delta Pilots Medical Plan (DPMP) and the Flight Dispatchers Medical Option (FDMO).

**"Responsible Party"** means any party actually, possibly or potentially responsible for making any payment to a Covered Person due to a Covered Person's injury, illness or condition. The term "Responsible Party" includes the liability insurer of such party or any Insurance Coverage.

**"Insurance Coverage"** refers to any coverage providing medical expense coverage or liability coverage including, but not limited to, uninsured motorist coverage, underinsured motorist coverage, personal umbrella coverage, medical payments coverage, workers compensation coverage, no fault automobile insurance coverage or any first party insurance coverage.

**"Covered Person"** includes anyone on whose behalf the plan pays or provides any benefits, including, but not limited to, the minor child or dependent of a plan participant or person entitled to receive any benefits from the plan.

**DABHP Subrogation and Right of Recovery***Subrogation*

**These subrogation provisions apply to all Delta medical and dental options under the DABHP.**

Immediately or upon paying or providing any benefit under the plan, the plan will be subrogated to (stand in the place of) all rights of recovery a Covered Person has against any Responsible Party with respect to any payment made by the Responsible Party to the Covered Person due to a Covered Person's injury, illness or condition to the full extent of benefits provided or to be provided by the plan.

*Reimbursement*

In addition, if a Covered Person receives any payment from any Responsible Party or Insurance Coverage as a result of an injury, illness or condition, the plan has the right to recover from, and be reimbursed by, the Covered Person for all amounts the plan has paid and will pay as a result of that injury, illness or condition, up to and including the full amount the Covered Person receives from any Responsible Party.

*Constructive Trust*

By accepting benefits (whether the payment of such benefits is made to the Covered Person or made on behalf of the Covered Person to any provider) from the plan, the Covered Person agrees that if he or she receives any payment from any Responsible Party as a result of an injury, illness or condition, he or she will serve as a constructive trustee over the funds that constitute such payment. Failure to hold such funds in trust will be deemed a breach of the Covered Person's fiduciary duty to the plan.



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*Lien Rights*

Further, the plan will automatically have a lien to the extent of benefits paid by the plan for the treatment of the illness, injury or condition for which the Responsible Party is liable. The lien is imposed on any recovery, whether by settlement, judgment or otherwise, related to treatment for any illness, injury or condition for which the plan paid benefits.

The lien may be enforced against any party who possesses funds or proceeds representing the amount of benefits paid by the plan including, but not limited to, the Covered Person, the Covered Person's representative or agent; the Responsible Party; the Responsible Party's insurer, representative, or agent; and/or any other source possessing funds representing the amount of benefits paid by the plan.

*First-Priority Claims*

By accepting benefits (whether the payment of such benefits is made to the Covered Person or made on behalf of the Covered Person to any provider) from the plan, the Covered Person acknowledges that the plan's recovery rights are a first priority claim against all Responsible Parties and are to be paid to the plan before any other claim for the Covered Person's damages.

The plan will be entitled to full reimbursement on a first-dollar basis from any Responsible Party's payments, even if such payment to the plan will result in a recovery to the Covered Person that is insufficient to make the Covered Person whole, or to compensate the Covered Person, in part or in whole, for the damages sustained. The plan is not required to participate in or pay court costs or attorney fees to any attorney hired by the Covered Person to pursue the Covered Person's damage claim.

*Applicability to All Settlements and Judgments*

The terms of this entire Subrogation and Right of Recovery provision will apply, and the plan is entitled to full recovery regardless of whether any liability for payment is admitted by any Responsible Party, and regardless of whether the settlement or judgment received by the Covered Person identifies the medical, prescription drug or dental benefits the plan provided or purports to allocate any portion of such settlement or judgment to payment of expenses other than medical, prescription drug and dental expenses. The plan is entitled to recover from any and all settlements or judgments, even those designated as pain and suffering, non-economic damages, and/or general damages only.

*Cooperation*

As a condition of receiving benefits under the plan, you or your covered dependent must:

- Notify the claims administrator in writing of any claim against a third party or under an insurance policy or program, within 31 days of making the claim(s)
- Complete any reimbursement agreement provided by the claims administrator
- Notify the third party and/or the issuer of the insurance policy or program that the Delta medical plan has a lien on any amounts payable by such third party and/or under the insurance policy or program to the extent covered expenses are paid by the Delta medical plan; and
- Provide any information about the claim to the claims administrator on request

If a Covered Person fails to complete any of the steps listed here, the Covered Person will not be eligible for benefits from the plan with respect to any covered expenses attributable, directly or indirectly, to the injury, illness or condition that is, or could be, the subject of a claim against the third party or under an insurance policy or program.

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The plan is not responsible for paying any expenses the Covered Person incurs while pursuing a claim, including legal fees and costs, unless the applicable claims administrator has agreed, in writing, and in advance, to pay those expenses.

A Covered Person will do nothing to prejudice the plan's subrogation or recovery interest, or to prejudice the plan's ability to enforce the terms of this plan provision. This includes, but is not limited to, refraining from taking any settlement or recovery that attempts to reduce or exclude the full cost of all benefits provided by the plan.

The Covered Person acknowledges that the plan has the right to conduct an investigation regarding the injury, illness or condition to identify any Responsible Party. The plan reserves the right to notify a Responsible Party and his or her agents of its lien. Agents include, but are not limited to, insurance companies and attorneys.

### *Interpretation*

In the event that any claim is made that any part of the plan's Subrogation and Right of Recovery provisions are ambiguous, or questions arise concerning the meaning or intent of any of its terms, the claims administrator for the plan will have the sole authority and discretion to resolve all disputes regarding the interpretation of this provision.

### *Jurisdiction*

By accepting benefits (whether the payment of such benefits is made to the Covered Person or made on behalf of the Covered Person to any provider) from the plan, the Covered Person agrees that any court proceeding with respect to this provision may be brought in any court of competent jurisdiction as the plan may elect. By accepting benefits, the Covered Person submits to such jurisdiction, waiving whatever rights may correspond to him or her by reason of his or her present or future domicile.

## **DPMP and FDMO Subrogation and Right of Recovery**

**These subrogation provisions apply to all Delta medical and dental options under the DPMP and FDMO.**

### *Subrogation*

Upon paying or providing any benefit under the plan, the plan will be subrogated to (stand in the place of) all rights of recovery a Covered Person has against any third party actually, possibly or potentially responsible for making any payment to a Covered Person due to a Covered Person's injury, illness or condition to the full extent of benefits provided or to be provided by the plan. This includes the liability insurer or other Insurance Coverage of such third party.

### *Reimbursement*

In addition, if a Covered Person receives any payment from any third party actually, possibly or potentially responsible for the Covered Person's injury, illness or condition, the plan has the right to recover from, and be reimbursed by, the Covered Person for all amounts the plan has paid and will pay as a result of that injury, illness or condition, up to and including the full amount the Covered Person receives from the third party, its liability insurer or other Insurance Coverage of such third party.

### *Constructive Trust*

By accepting benefits (whether the payment of such benefits is made to the Covered Person or made on behalf of the Covered Person to any provider) from the plan, the Covered Person agrees that if he or she receives any payment from any third party, its liability insurer or other Insurance Coverage of such third party, as a result of an injury, illness or condition, he or she will serve as a constructive



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trustee over the funds that constitute such payment. Failure to hold such funds in trust will be deemed a breach of the Covered Person's fiduciary duty to the plan.

### *Lien Rights*

Further, the plan will automatically have a lien to the extent of benefits paid by the plan for the treatment of the illness, injury or condition for which the third party, its liability insurer or Other Insurance Coverage, is liable. The lien will be imposed upon any recovery, whether by settlement, judgment, or otherwise, related to treatment for any illness, injury or condition for which the plan paid benefits.

The lien may be enforced against any party who possesses funds or proceeds representing the amount of benefits paid by the plan including, but not limited to, the Covered Person, the Covered Person's representative or agent; the third party, the third party's insurer, representative or agent; and/or any other source possessing funds representing the amount of benefits paid by the plan.

### *First-Priority Claims*

By accepting benefits (whether the payment of such benefits is made to the Covered Person or made on behalf of the Covered Person to any provider) from the plan, the Covered Person acknowledges that the plan's recovery rights are a first priority claim against all third parties and their insurers or Insurance Coverage, and are to be paid to the plan before any other claim for the Covered Person's damages.

The plan will be entitled to full reimbursement on a first-dollar basis from any payments by the third party, its insurers or Insurance Coverage, even if such payment to the plan will result in a recovery to the Covered Person that is insufficient to make the Covered Person whole or to compensate the Covered Person, in part or in whole, for the damages sustained. The plan is not required to participate in or pay court costs or attorney fees to any attorney hired by the Covered Person to pursue the Covered Person's damage claim.

### *Applicability to All Settlements and Judgments*

The plan's Subrogation and Right of Recovery provision will apply. The plan is entitled to full recovery regardless of whether any liability for payment is admitted by any third party, its insurer or Insurance Coverage, and regardless of whether the settlement or judgment received by the Covered Person identifies the medical, prescription drug or dental benefits the plan provided or purports to allocate any portion of such settlement or judgment to payment of expenses other than medical, prescription drug and dental expenses. The plan is entitled to recover from any and all settlements or judgments, even those designated as pain and suffering, non-economic damages, and/or general damages only.

### *Cooperation*

As a condition of receiving benefits under the plan, you or your covered dependent must:

- Notify the claims administrator in writing of any claim against a third party or under an insurance policy or program, within 31 days of making the claim(s)
- Complete any reimbursement agreement provided by the claims administrator
- Notify the third party and/or the issuer of the insurance policy or program that the Delta medical plan has a lien on any amounts payable by such third party and/or under the insurance policy or program to the extent covered expenses are paid by the Delta medical plan; and
- Provide any information about the claim to the claims administrator upon request

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If a Covered Person fails to complete any of the steps listed here, the Covered Person will not be eligible for benefits from the plan with respect to any covered expenses attributable, directly or indirectly, to the injury, illness or condition that is, or could be, the subject of a claim against the third party, its insurer, or under an insurance policy or program of the third party.

The plan is not responsible for paying any expenses the Covered Person incurs while pursuing a claim, including legal fees and costs, unless the applicable claims administrator has agreed, in writing, and in advance, to pay those expenses.

A Covered Person will do nothing to prejudice the plan's subrogation or recovery interest, or to prejudice the plan's ability to enforce the terms of its subrogation and recovery rights. This includes, but is not limited to, refraining from taking any settlement or recovery that attempts to reduce or exclude the full cost of all benefits provided by the plan.

The Covered Person acknowledges that the plan has the right to conduct an investigation regarding the injury, illness or condition to identify any responsible third party. The plan reserves the right to notify a responsible third party and his or her agents of its lien. Agents include, but are not limited to, insurance companies and attorneys.